

Case 3:14-cv-00618-MMD-VPC Document 1 Filed 12/01/14 Page 1 of 3

1 WATSON ROUNDS
2 Matthew D. Francis
3 Nevada Bar No. 6978
Arthur A. Zorio
State Bar No. 6547
5371 Kietzke Lane
Reno, NV 89511
Telephone: (775) 324-4100
Facsimile: (775) 333-8171
Email: mfrancis@watsonrounds.com
Email: azorio@watsonrounds.com

6
7 CHOI CAPITAL LAW
8 Boyoon Choi (*Pro Hac Vice to be Submitted*)
Washington Bar No. 44939
9 Frank Homsher (*Pro Hac Vice to be Submitted*)
Washington Bar No. 26935
520 Pike Tower, Suite 975
Seattle, WA 98101
Telephone: (206) 588-0463
Facsimile: (206) 971-1650
Email: b.choi@choicapitallaw.com
Email: f.homsher@choicapitallaw.com

13 Attorneys for Plaintiff
14 Samick Musical Instruments Co., Ltd.

15 **UNITED STATES DISTRICT COURT**

16 **DISTRICT OF NEVADA**

18 SAMICK MUSICAL INSTRUMENTS CO.,
LTD., a Korean limited company,

Case No. 3:14-CV-00618

19 Plaintiff,

**PLAINTIFF'S MOTION TO FILE
COMPLAINT AND EXHIBITS UNDER
SEAL; [PROPOSED] ORDER**

20 vs.

21 QRS MUSIC TECHNOLOGIES, INC., a
22 Delaware corporation; THOMAS DOLAN, an
Individual,

23 Defendants.

25 Plaintiff Samick Musical Instruments Co., Ltd. ("Plaintiff" or "Samick") hereby moves
26 this Court for an order sealing Plaintiff Samick's Complaint and Exhibits. These documents are
27 filed concurrently with this Motion.

Case 3:14-cv-00618-MMD-VPC Document 1 Filed 12/01/14 Page 2 of 3

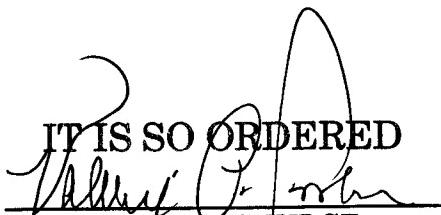
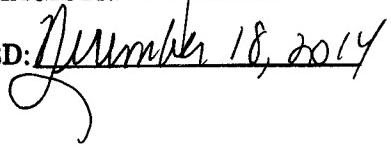
In January 2010, Plaintiff Samick and QRS Music Technologies, Inc. ("Defendant QRS") entered into an Agreement. *See* December 1, 2014 declaration of Matthew D. Francis, ¶ 2. This Agreement forms the basis for the majority of the claims being presently asserted by Plaintiff Samick against Defendant QRS. *Id.* The 2010 Agreement contains a strict confidentiality provision prohibiting disclosure of the terms of the 2010 Agreement and its accompanying Exhibits to any third party. *Id.*

Seeking to honor this Agreement and not breach the terms of the confidentiality provision, Plaintiff seeks permission to file the full version of the Complaint, the 2010 Agreement and its Attachments under seal. *Id.* at ¶ 3. A redacted version of the Complaint with non-confidential Exhibits A and B has been filed to initiate this lawsuit. *Id.* As stated above, the Complaint has been redacted because many of the facts and causes of action refer directly to the terms of the 2010 Agreement. *Id.*

LR 10-5(b) provides in part "...papers filed with the Court under seal shall be accompanied by a motion for leave to file those documents under seal, and shall be filed in accordance with the Court's electronic filing procedures."

In good faith, seeking to honor and not breach the terms of the parties' 2010 Agreement, Plaintiff Samick requests that this Court grant its Motion to file the un-redacted Complaint, 2010 Agreement and Exhibits under seal.

Dated: December 1, 2014

IT IS SO ORDERED

 U.S. MAGISTRATE JUDGE
 DATED: December 18, 2014


By: /s/ Matthew D. Francis
 WATSON ROUNDS
 Matthew D. Francis
 Arthur A. Zorio
 5371 Kietzke Lane
 Reno, NV 89511

Attorneys for Plaintiff
 Samick Musical Instruments Co., Ltd.

Case 3:14-cv-00618-MMD-VPC Document 1 Filed 12/01/14 Page 3 of 3

IT IS SO ORDERED:

UNITED STATES DISTRICT JUDGE

DATED: _____

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Case 3:14-cv-00618-MMD-VPC Document 1-1 Filed 12/01/14 Page 1 of 1

DECLARATION OF MATTHEW D. FRANCIS

I, Matthew D. Francis, do hereby declare and state as follows:

1. I am a partner at the law firm of Watson Rounds located at 5371 Kietzke Lane, Reno, Nevada 89511. This declaration is based upon my personal knowledge, and is made in support of Plaintiff Samick Musical Instruments Co., Ltd. (“Plaintiff” or “Samick”) Motion to File Complaint and Exhibits Under Seal.

7 2. In January 2010, Plaintiff Samick and QRS Music Technologies, Inc. (“Defendant
8 QRS”) entered into an Agreement. This Agreement forms the basis for the majority of the
9 claims being presently asserted by Plaintiff Samick against Defendant QRS. The 2010
10 Agreement contains a strict confidentiality provision prohibiting disclosure of the terms of the
11 2010 Agreement and its accompanying Exhibits to any third party.

12 3. Seeking to honor this Agreement and not breach the terms of the confidentiality
13 provision, Plaintiff seeks permission to file the full version of the Complaint, the 2010
14 Agreement and its Attachments under seal. A redacted version of the Complaint with non-
15 confidential Exhibits A and B has been filed to initiate this lawsuit. As stated above, the
16 Complaint has been redacted because many of the facts and causes of action refer directly to the
17 terms of the 2010 Agreement.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Dated: December 1, 2014

By: /s/ Matthew D. Francis
MATTHEW D. FRANCIS